
Project Terms & Conditions

The following are Cavalletti Communications Pty Ltd's Terms and Conditions. They form part of every fee proposal and agreement. Please read them carefully, doing so will only take a moment. They provide clarification for both parties in the unlikely event of a dispute. We highly value your confidence in us. Should you be unsure about anything in our Terms and Conditions, please do not hesitate to contact us.

Your Satisfaction, Our Guarantee - We want you to be entirely happy with the work we do for you. However, writing is not an exact science. Judgment and assessment can be subjective; misunderstandings are possible. So if you see something you are not satisfied with, whatever the reason, please discuss it with us and we will do our utmost to resolve your concerns. Our aim is to do an outstanding job for you, and to leave you completely satisfied with the outcome of our work.

Validity of Fee Proposals - Our proposals are valid and accurate for 14 days from date of issue. Variations may apply on sighting of unseen materials, changed client requests and requirements, or any other new elements directly or indirectly introduced into the process by the client.

Written Proposal Acceptance - Before we can book in your project, we need your written fee proposal acceptance. Please sign, initial and send this fee proposal to us – either by email or physical mail –, thus commissioning us to work for you. With this, you do confirm that you have read, and agree to, our Terms and Conditions.

Our Process - At Cavalletti Communications we pride ourselves in delivering high-quality work in a time- and cost-effective manner. In order to be able to provide this service, we need your help. To enable us to commence your project, and then deliver quality to agreed scope and on time, we first need to receive the signed and initialled fee proposal, our agreed project-commencement payment, and all supporting documentation and information as agreed. Our ability to meet your deadlines and expectations is dependent on your provision of all necessary information and approvals in a timely manner in accordance with scope, timelines and processes agreed. If you do not give us feedback or information when required, it may negatively impact results, cause delays in developing a piece or even make completing a job impossible. As a result, a re-quote or extension to timelines previously agreed on may be required. We also reserve the right to terminate a project if we judge any client delays or omissions to jeopardise the deliverability or quality of our work (see also Cancellation below).

Respectful Relationships - At Cavalletti Communications we believe in building respectful long-term relationships: with our clients, suppliers and staff. That includes the right to collaborating in a fair, respectful, equal, and safe environment. We vet and educate our team members accordingly, and are always open to your feedback. In the unlikely event of inappropriate or offensive behaviour towards any member of our team (as deemed so by Cavalletti Communications) we reserve the right to discontinue work on a given project, or working with a specific member of your staff (also see Cancellation).

Our Fees - Our rates attract Goods and Services Tax ("GST") in Australia. Our initial 1-hour consultation is provided free of charge. As a rule, our quotes are all fixed fee, to give you certainty and enable solid budgeting. We invoice in 15-minute increments if an hourly rate has been agreed, and bill a minimum engagement period of three hours. Emergency turnaround requirements of less than 72 hours, and overtime rates – i.e. anything over a 7.5-hour day, work on a public holiday, or weekend work – may carry a 40% levy plus GST (as applicable) on our rates at our discretion.

Payment Terms - Fees for retainer projects and stand-alone projects to a value of \$2,500 (plus GST) are billed in full in advance. Payment for larger projects is spread over two or more instalments, with the first 50% (incl. GST) deposit payment due prior to commencing your project. Deposits are non-refundable as we allocate resources and reserve time exclusively for you. The remaining 50% (incl. GST) of the project value will be invoiced across the completion of pre-defined milestones, as agreed for each individual project. Payment is required 7 days from the date of your invoice in all instances. Payment can be made via credit card, PayPal, or bank transfer (EFT, wire transfer) using the banking details provided on our invoice. Full payment for any project is due no later than 7 weeks after project commencement, unless otherwise agreed.

Client Delays, Payment and Project Completion - Delays in reviewing and approving any stage of your project may result in you receiving our final invoice before your project is completed. We normally estimate 3-5

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business days for a client to review, approve, or request revisions to a project (7-10 business days for book edits). If feedback or approval from you is not received in a timely manner, our final invoice will be issued 21 days after your project was submitted to you for client review (unless otherwise agreed by us in writing). This does not terminate or cancel your project. We will still accept any requests or approvals, and will finalise your project (as we can fit it into our schedule) within up to six months after the due date of the final project invoice. We reserve the right to assess and handle project interferences on a case-by-case basis.

Late Payment - Sometimes communications break down and payments due to us remain outstanding despite our best efforts to accommodate your reasons or requests for late payment. In those cases it is our policy to step back and hand the matter to our debt recovery agents – after a courtesy-notice to you that we are about to take this action. Once our debt collection partners are involved the matter is out of our hands, and a minimum 25% debt-recovery charge will be added to all your original outstanding invoice amounts to cover our debt collection cost.

Cancellation - If you terminate a project prior to completion, you agree to pay Cavalletti Communications for all hours worked on said project as per our records and up to the date we receive your written cancellation request. In cases of client non-performance (see Respectful Relationships and Our Process) we reserve the right to discontinue work on a given project at a point of our choosing. At our discretion, in case of either you or us cancelling or ending a project before its completion, you will be charged for work completed at our current hourly rate, plus GST, or 75% plus GST of the agreed total project value, whichever the higher. Copyright and developed materials will be transferred to you upon receipt of the final payment. You agree to absolve us of all responsibility for any loss of income or for any costs or damages suffered by you or by any third party as a result of any delay that has been caused to your business or to the business of any third party due to your or our cancellation of the project.

Non-Disclosure and Confidentiality Agreements - Cavalletti Communications complies with the national privacy legislation. The parties agree that no provided information will be released without consent of the other party.

Copyright - When you commission us to write copy for you, you are purchasing the copyright in the work we produce. This copyright is assigned to you upon receipt of full and final payment of all fees due to us. We reserve the right to use extracts of the copy, or other parts of work created for you, in the promotion of Cavalletti Communications. If you send us research or sample copy taken from someone else's printed or online collateral as an indication of what you wish to achieve, you indemnify Cavalletti Communications against any action arising, directly or indirectly, as a result of use of this content as reference material.

Collaboration with Other Suppliers and Subcontractors - When you contract Cavalletti Communications to provide a service for you, you acknowledge that we may engage the services of contracted professionals to help deliver all or part of the work you require completed. In such case, we ensure that the work is of the same high quality and professionalism you would expect had we produced it in its entirety.

The Contract - If you are contracting us on behalf of any group of individuals or company, i.e. other than for yourself alone, you warrant that you are authorised to enter into a contract on behalf of that group of individuals or company. If you hire us to work on a project for one of your clients, a contract will exist only between Cavalletti Communications and you, i.e. not between us and any client of yours. You agree to indemnify Cavalletti Communications against any claim by any client of yours for compensation or damages brought about as a direct or indirect consequence of the use, or inability or unwillingness to use, the material we provide to you. You are responsible for any payments to us, not your end client. If you require Cavalletti Communications to work on a project for one of your clients, but ask us to contract directly with that client, then a contract, subject to agreement, will exist between your client and Cavalletti Communications directly, and you acknowledge that Cavalletti Communications is free to conduct and further develop a direct relationship with that client without reference to you, and without compensation or commission of any kind being payable. In such a case, we affirm that Cavalletti Communications will not knowingly seek to sell to your client services, other than copywriting and branding services, which they have at any time previously purchased from you.

Errors and Literals - We will do our utmost to ensure that all materials supplied to you are free of literal and spelling errors. However, you agree that you are responsible for final proofreading, and indemnify Cavalletti Communications against any costs arising from the appearance of such errors in any printed or published form. While we make every attempt to ensure that our work complies with the law, it is your responsibility to submit all copy for legal review, including ensuring your material does not infringe copyright.

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Liability Disclaimer - Our work is based on your instructions to Cavalletti Communications. Even though we will at times make suggestions, and may give advice, you accept that Cavalletti Communications cannot be held accountable for the success or failure of your use and application of our work.

Force Majeure - Cavalletti Communications shall not be liable for any failure or delay in supply or delivery of any products or services where such failure or delay is wholly or partly due to any cause or circumstances whatsoever outside of our reasonable control - including but not limited to power outages, failure attributable to hosting suppliers, theft, vandalism, strikes, industrial disputes, government restrictions or transport delays, floods, fire, riots, or accidents of any kind.